

That the Mayor be authorized to sign an Interlocal Governmental Agreement by and between the City of El Paso and the County of El Paso/District Attorney, 34th Judicial District of the State of Texas for the use of the Video Recording System by El Paso Police Department. There is no cost to the City.

[Police Department, Assistant Chief Paul Cross, (915) 564-7310]

Back up memo:

October 25, 2004

To: City Clerk

From: Assistant Chief Paul Cross

Subject: Consent City Council Agenda – November 2, 2004

The following is an explanation for the item on the City Council Agenda regarding the Police Department:

The purpose of this Agreement is to transfer the video recording system purchased by the County and the District Attorney's Office to the care, custody and control of the El Paso Police Department.

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign an Interlocal Governmental Agreement by and between the City of El Paso and the County of El Paso/District Attorney, 34th Judicial District of the State of Texas for the use of the Video Recording System by El Paso Police Department. There is no cost to the City.

ADOPTED this 2nd day of November, 2004.


THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Momsen
City Clerk

APPROVED AS TO FORM:


Luz E. Sandoval Walker
Assistant City Attorney

STATE OF TEXAS)
)
COUNTY OF EL PASO)

Interlocal Governmental Agreement

This Agreement is entered into by and between the City of El Paso, a municipal corporation situated in El Paso County, Texas, hereinafter called "City", and the County of El Paso, Texas, hereinafter called "County", and the District Attorney, 34th Judicial District of the State of Texas, hereinafter referred to as "District Attorney", pursuant to the Interlocal Cooperation Act, Art. 791.001, et seq., Texas Local Govt. Code.

WITNESSETH

WHEREAS, the City of El Paso and its Police Department and the County of El Paso and the District Attorney 34th Judicial District of the State of Texas believe it to be in their best interests to enter into this agreement for the joint use the Video Recording System with the use under this agreement to be made by the Police Department officers in conjunction with their law enforcement duties of taking statements and confessions; and

WHEREAS, such use benefits both the City and the District Attorney's Office as the statements and confessions taken by the Police Department officers benefits law enforcement efforts in the community. NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. PURPOSE. The purpose of this Agreement is to transfer the video recording system purchased by the County and the District Attorney's Office to the care, custody and control of El Paso Police Department.
2. USE AND OWNERSHIP OF EQUIPMENT. The District Attorney's Office shall retain ownership of the equipment. The Police Department shall be granted use of the Video Equipment System as that equipment will be installed and used at the Police Department Headquarters, Crimes Against Persons Division. The Police Department may also permit the equipment to be used by other law enforcement agencies. The Police Department shall be responsible for the maintenance, replacement and repair of the Video Equipment System.
3. TERM. This agreement shall be in effect from September 20, 2004 until the equipment provided pursuant to this Agreement is no longer functional.
4. CONSIDERATION. The parties agree that the benefits achieved for the El Paso Police Officers who will utilize the video equipment and the beneficial impact this will have on the provision of law enforcement services shall constitute full and adequate consideration for this agreement.
5. LEGAL RELATIONSHIP AND DUTIES. Nothing contained herein shall be construed as creating the relationship of employer and employee or principal and

agent between the City and District Attorney's Office. Each party is responsible for their own acts and deeds and for those of their agents, employees, and contractors during the performance of any work or services. Nothing in this agreement shall create any additional legal duties or responsibilities for the City other than those general duties to provide police protection which may already exist for the general public.

6. AMENDMENTS. This Agreement may be amended by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.
7. LEGAL CONSTRUCTION. In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or un-enforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
8. NOTICE. Any and all notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered by mail or facsimile transmission at the addresses set forth below:

City:	Mayor #2 Civic Center Plaza El Paso, Texas 79901-1196
Copy to:	Chief of Police 911 N. Raynor El Paso, Texas 79903
District Attorney:	Jaime Esparza 500 E. San Antonio St., 2 nd Floor El Paso, Texas 79901
County:	County Judge Dolores Briones 500 E. San Antonio St., 3 rd Floor El Paso, Texas 79901

A party may change its address by giving notice in compliance with this section.

9. ENTIRE AGREEMENT. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

EXECUTED this _____ day of September, 2004.

THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Luz E. Sandoval Walker
Luz E. Sandoval Walker
Assistant ~~County~~ Attorney
City

APPROVED AS TO CONTENT:

Richard D. Wiles
Richard D. Wiles
Chief of Police

DISTRICT ATTORNEY

Jaime Esparza
Jaime Esparza
District Attorney
34th Judicial District

COUNTY OF EL PASO

Dolores Briones
Dolores Briones
County Judge
9/20/04

ATTEST:

Waldo Alarcon
Waldo Alarcon
County Clerk

APPROVED AS TO FORM:

Assistant County Attorney
Assistant County Attorney